

**State of California
California High Speed Rail Authority**

**Request for Proposal Notice
Visual Simulations Contractor/Team
Number HSR06-0008**

Special Note: Address all questions concerning this Request for Qualifications (RFQ) in writing to the attention of Dan Leavitt at dleavitt@hsr.ca.gov by fax (916) 322-0827.

Persons intending to submit proposals for this contract may not contact or discuss any items related to this process with any board members or Authority staff. All questions or communications related to this contract shall be addressed to Mr. Leavitt, through letter, fax, or email. All questions and responses from the Authority will be posted on the Authority website at www.cahighspeedrail.ca.gov for the benefit of all participants.

The integrity of the selection process is of the utmost importance to the Authority. Failure to comply with the stated process will likely result in disqualification.

I. GENERAL INFORMATION

- A. The State of California, California High-Speed Rail Authority (Authority) is requesting proposals from qualified firms that may lead to the award of a contract for the development of visual simulations of California's proposed high-speed train system.
- B. The estimated contract amount is \$5,000,000.00 over a multi-year period. The initial phase of work is estimated at up to \$1,000,000.00, the remaining budget will be held for future simulations.
- C. The estimated contract term is October 2006 –June 30, 2012.
- D. The selection process will be based on the evaluation of the written and oral proposals (See Section VII. CONTRACTOR/TEAM Selection).

Key RFP Dates:

8/23/06	Authority board ratifies and authorizes the RFP
8/23/06	Final RFP advertised and released on the State Contract Register and issued to prospective respondents.
9/21/06	Proposal's due to Authority office by 4:00 PM
10/03/06	Oral interviews in Sacramento, CA
10/05/06	Participants notified of the results of the selection process.

II. INTRODUCTION

This Request for Proposal (RFP) solicits CONTRACTOR/TEAM proposals to prepare visual simulations for the California High Speed Rail Authority (Authority). The Authority is responsible for overseeing the implementation of a statewide high-speed train system (HST) with maximum speeds of over 200 miles per hour. A wide variety of HST visual simulations are needed in the next phase of the HST project development to support a series of project-level environmental documents being prepared by the Authority, and to educate the public, affected parties and decision-makers on the potential impacts of the proposed HST system.

III. BACKGROUND

Implementing a high-speed train network in California is the sole and exclusive responsibility of the nine-member California High-Speed Rail Authority (Authority) established by Chapter 796 of the Statutes of 1996 (SB 1420/Kopp and Costa). The Authority is responsible for preparing a plan, conducting environmental studies, design, construction and operation of a high-speed passenger train network in California.

The Authority, in cooperation with the Federal Railroad Administration (FRA), has completed and certified a program level environmental document for a high-speed train (HST) network over 700 miles long which connects the major metropolitan areas of the state (see Figure 1). The proposed HST system stretches from San Francisco, Oakland and Sacramento in the north –the Central Valley with service throughout -- to Los Angeles, the Inland Empire, Orange County, and San Diego in the south. With electrified, fully grade separated and double tracked steel-wheel-on-steel rail trains operating at speeds up to 220 mph, the express travel time from downtown San Francisco to Los Angeles will be about 2½ hours. Intercity travelers (trips between metropolitan regions) along with longer-distance commuters would enjoy the benefits of a system designed to compliment and connect with existing passenger rail, air and highway systems. The system is forecast to carry between 42 – 68 million passengers per year by 2020.

The High-Speed Train Alternative is the selected system alternative and was identified as the environmentally preferred alternative under the National Environmental Policy Act (NEPA) as well as the environmentally superior alternative under the California Environmental Quality Act (CEQA). To serve the same number of travelers that the high-speed train system is projected to carry by 2020, California would have to build nearly 3,000 lane-miles of freeway, plus five new airport runways and 90 departure gates at a cost two to three times more than high-speed train proposal. The report concluded that high-speed trains can decrease the state's dependency on foreign oil, reduce energy consumption, decrease air pollutants, and discourage sprawl while having less impact on the natural environment than expanding highways and airports.

The Authority is moving forward to complete the HST system and place it in operation by 2020. The approved California State Budget for 2006/07 provides \$14.3 million to the Authority "to begin project implementation". Activities funded in 2006/07 include development of a detailed financing plan, preliminary engineering design and project environmental work, and identification of critical right-of-way acquisitions. The Authority has estimated that \$103 million will be needed to continue to move the HST system forward in the next (2007-8) fiscal year. Bond funding for the project must still be authorized by voters in 2008 (AB 713's enactment has delayed the \$10 billion high-speed rail bond measure from November 2006 to November 2008).

FIGURE 1
STATEWIDE HST SYSTEM MAP



Educating the general public, communities, interested organizations, and local, regional, state and federal agencies on the costs, benefits, and potential environmental impacts of the HST proposal is a critical and required component of the project-level environmental impact report/environmental impact statement (EIR/EIS) processes the Authority has received funding to initiate. Although HST systems have been in operation in Europe and Japan for many years, the Authority's proposal would be the first HST system implemented in North America. While HST systems share some attributes with conventional intercity and commuter rail systems currently operated in California, the infrastructure requirements (e.g., alignments, grade separations, tunnels and stations), the quality of service, and the speed of the trains are simply not comparable to existing services. Most Californians have no concept of what a high-speed train would look or sound like going through their city, the facilities and equipment that would be required, or what it would feel like to ride a high-speed train. Using state-of-the-art technology, visual simulations are the best and most cost effective means of educating Californians about HST systems and how HST would impact our state.

The implementation of a statewide HST system is a significant undertaking that requires expert contractor assistance to serve as advisors, managers and consultants to Authority technical staff. The Authority will utilize the services of a Program Management Consultant (PM) to assist in implementing the California HST. The PM, in conjunction with lead Authority staff, will assist in the oversight and completion of all ongoing and future work associated with the management and planning of the HST system, including the visual simulation capabilities developed under this contract. The PM will be responsible for supervising and directing the work of the CONTRACTOR/TEAM. The CONTRACTOR/TEAM's project manager will report to the PM.

Authority staff is responsible for recommending appropriate courses of action to the members. The role of the CONTRACTOR/TEAM is to provide objective information in order to assist the decision-making process.

The CONTRACTOR/TEAM shall develop a work plan for approval by the Authority. The work plan shall include the proposed overall methodology, plan, schedule, proposed components and personnel, and dollar budgets for the various components. This proposal must have defined milestones and deliverables that provide objective measures of performance.

IV. SCOPE OF WORK

The CONTRACTOR/TEAM will develop realistic visual and audible simulations that enable the public, agencies, and decision-makers to understand and "virtually" experience what it would be like to have a HST system in California. Visual simulations need to show how all the elements of the HST corridors work together from different points of view, and must include station areas, station activity, and potential development around stations. The simulations need to be done from a variety of perspectives such as from urban centers, major roads and highways, scenic overlooks in parks and recreation areas and from the perspective of the HST passenger both in stations and on trains. They also need to show different types of land use and topography, different types of HST infrastructure, and different options for HST infrastructure through sensitive areas.

As part of the project-level EIR/EIS processes, the Authority will need to describe its proposed HST system to a wide audience that includes transportation professionals, communities, interest

groups, state and local elected officials, and the general public. Visual simulations should help Californians understand the potential HST impacts as the railways passes through all parts of the state -- urban, sub-urban, rural, agricultural and undeveloped regions.

Potential noise impacts are of great concern to the public and responsible agencies and quantification of potential noise impacts are required as part of the project-level EIR/EIS processes. It is important that the Visual Simulations represent what the trains will sound like, with and without mitigation measures, in all types of environments, at a variety of distances from the train, and with the train passing at different speeds. It is also important to realistically represent the on board experience.

A large number of photo-simulations, along the hundreds of miles of the proposed HST system will be needed to support the project-level EIR/EIS processes. The simulations' production should be economical, so that they can be made for many sensitive areas and communities concerned about the effects of the proposed HST.

An objective of the visual simulations is to produce and maintain a library of 3D visualization media assets (video clips and stills) such as videos, Web pages, photo simulations, poster boards, PowerPoint, etc. that can be used to support the Authority's project-level environmental processes by illustrating key features and issues relating to the project. These assets could include, but would not be limited to the following:

- Location Animations: Highly-detailed 3D animations and real time animations (which include sound) showing the design of trackway, vehicles, structures, stations, and new transit-oriented development around stations, from the point of view of a pedestrian, passenger, driver or a low-flying bird.
- Segment Animations: Animations showing large-scale aerial views of corridor segments using 3D graphics to depict the trackway, structures, stations and vehicles in a local context model with terrain, landmarks, building and vegetation masses.
- Photo simulations: Before and after views at landmark and visually-sensitive locations. Photo simulations need to match photographed views to accurately render new design elements.
- Video Composites: Live video clips of sites shot from air or ground with 3D animation of the HST inserted.
- Map Animations: 3D animations illustrating corridor, station locations, terrain and regional landmarks.
- Live Video: Video of various locations along the corridor, videos showing transportation issues, and existing HST systems.
- Photography: A photo inventory of culturally significant views along the corridor and of structures and natural features at key locations.
- Interactive 3D: Interactive animated 3D models of HST segments and locations.

The CONTRACTOR/TEAM's technical expertise must be sufficient to satisfy the Authority's fiduciary and public responsibilities. The CONTRACTOR/TEAM must demonstrate extensive knowledge and direct experience with the development of the type of visual simulations described in this Scope-of-Work. The Authority is also seeking a very creative and innovative CONTRACTOR/TEAM with the capability to accomplish this large and complex work effort in

a timely and cost effective manner. The CONTRACTOR/TEAM should have an understanding of the design and operation of existing HST lines and access to images of existing HST lines will be necessary to create realistic Visual Simulations for California, and to offer "real-world" examples of implemented and proven mitigations. However, the Authority's PM and other contractors will have extensive HST design experience and will provide technical assistance to the CONTRACTOR/TEAM.

The CONTRACTOR/TEAM should review existing studies, plans and other documents that have been prepared for the Authority for feasibility studies and its completed statewide Program EIR/EIS process (certified November 2005). The Authority's statewide Program EIR/EIS and the technical reports that support this document, as well as the Authority's Business Plan (June 2000) and the technical studies that support this document are all available on the Authority's website (www.cahighspeedrail.ca.gov). The GIS database (with HST alignments) developed for the Program EIR/EIS document, conceptual engineering design (plan and profiles, typical sections, design criteria, etc.) will be available for use by the CONTRACTOR/TEAM. **The CONTRACTOR/TEAM will be responsible for collecting any additional data needed to create the visual simulations for the initial phase of this work as part of this contract.** In the subsequent phases of this contract, preliminary engineering designs for HST infrastructure will be provided to the CONTRACTOR/TEAM through other contracts.

The initial phase of this contract will be between October 2006 and the end of June 2007. It is desirable for some of the initial visual simulations to be completed by January 31, 2007 to support project-level EIR/EIS scoping processes and other public meetings and hearings.

V. DELIVERABLES

1. CONTRACTOR/TEAM shall produce the products and services necessary to meet the scope of work detailed above. Within thirty days of awarding the contract, the Authority and the CONTRACTOR/TEAM will agree upon specific deliverables and a timetable for their completion.
2. The Authority may exercise review and approval functions through its Executive Director throughout the project for the specific products and deliverables listed herein.
3. CONTRACTOR/TEAM shall provide progress reports to the Authority every 30 days. The progress reports will include major milestones, project schedules, progress by task to date, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary. The progress will also indicate, in percentage form for each task, the amount of work completed and the budget expended to date.
4. The CONTRACTOR/TEAM shall participate in meetings with appropriate agencies, groups, and consultants involved in this and other studies undertaken by the Authority to facilitate timely coordination of effort, identify and address issues of concern, and share information.
5. All visual simulations, models, data, products, charts, and other documents, hardcopy and electronic, prepared or assembled by CONTRACTOR/TEAM in connection with the service under this agreement shall be the property of the Authority, and copies and

documentation shall be delivered to AUTHORITY within 15 working days upon completion of work or upon earlier termination of this agreement.

The visual simulations work plan, once approved by the Authority, shall be continuous throughout the life of the contract. Upon approval, the work plan may be altered or adjusted to respond to changing needs and to reflect various stages of project development.

VI. PROPOSAL REQUIREMENTS

A. Content

Each technical proposal shall contain as a minimum:

1. Identification of Prospective CONTRACTOR/TEAM
The proposal shall include the name of the firm submitting the proposal, its mailing address, telephone number, and the name of an individual to contact if further information is desired.
2. Management
The prospective CONTRACTOR/TEAM shall designate by name the project manager to be employed. The selected CONTRACTOR/TEAM shall not cause the substitution of the project manager without prior approval of the Authority.
3. Personnel
The prospective CONTRACTOR/TEAM shall describe the qualifications of all professional personnel to be employed, including a summary of similar work or studies performed, a resume for each professional, a statement indicating an estimate of how many hours each professional will be assigned to the contract and what tasks each professional will perform. The CONTRACTOR/TEAM shall not cause members of the project team to be substituted without prior approval of the Authority.
4. References
The prospective CONTRACTOR/TEAM shall provide names, addresses, and telephone numbers for at least three clients for whom the prospective CONTRACTOR/TEAM had performed work similar to that proposed in this request. A summary statement for each assignment shall be provided. If applicable, provide names, address and telephone numbers of your last three (3) State contracts.
5. Subcontracts
If subcontractors are to be used, the prospective CONTRACTOR/TEAM must submit a description of key personnel or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal as described below. All subcontracts must be approved by the Authority, and no work shall be subcontracted without the prior approval of the Authority. In addition, the prospective CONTRACTOR/TEAM must indicate the cost of any subcontracts.

6. Methodology

The prospective CONTRACTOR/TEAM shall describe the overall approach of the visual simulations, specific techniques that will be used, and specific administrative, operational and management expertise that will be employed and the allocation of resources to various tasks as a percentage of the total budget.

7. Experience

The prospective CONTRACTOR/TEAM must have experience developing innovative visual simulations for large infrastructure projects. The CONTRACTOR/TEAM must have the capabilities to produce a large number of complex HST visual simulations within a relatively short time period. **The CONTRACTOR/TEAM must provide samples of their previous work (preferably in CD-ROM format) such as video clips and photo simulations.**

8. Conflict of Interest

The prospective CONTRACTOR/TEAM shall disclose any financial, business, or other relationship with the California High-Speed Rail Authority, the High-Speed Rail Commission, the Business, Transportation and Housing Agency, or the California Transportation Commission that may have an impact upon the outcome of the contract. The prospective CONTRACTOR/TEAM shall also list current clients who may have a financial interest in the out come of the contract. The selected CONTRACTOR/TEAM may be required to file a financial Disclosure Statement in accordance with the Authority's Conflict of Interest Code.

9. Schedule of Tasks

The proposal shall contain a detailed schedule identifying major tasks to be undertaken to conduct the work and timeframe for each task. The schedule shall specify the estimated hours to accomplish each task. The schedule shall be in accordance with the milestones listed in the Description of Work section.

10. Nondiscrimination

The prospective CONTRACTOR/TEAM must certify compliance with nondiscrimination requirements of the State pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective CONTRACTOR/TEAM's signature affixed to and dated on the cover letter shall constitute a certification under penalty of perjury under the laws of the State of California that the propose has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulation, Section 8103.

B. Cost Proposal

In addition to a technical proposal, the prospective CONTRACTOR/TEAM shall prepare a detailed cost proposal for the work to be performed. The Cost Proposal shall detail personnel to be utilized, their respective billing rates, and the hours required to complete the visual simulations, as well a cost breakdown by task. Additionally, the cost proposal shall itemize all other direct costs that will be charged to the Authority including travel charges that will be

involved in developing the visual simulations and included in the bid amount. Any direct costs that will exceed \$2,000 will require prior approval from the contract manager.

Cost proposals shall follow the format provided in Attachment A, and shall be submitted with the technical proposal. The cost proposal will be rated and thereby included as part of the evaluation of the Technical Proposal and Oral Interview see Attachments B and C.

The breakdown of subcontract costs shall follow the same format provided in Attachment A.

C. Signature

Technical and cost proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The letter accompanying the technical proposal shall also provide the following: Name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the company.

This cover letter constitutes certification by the prospective CONTRACTOR/TEAM, under penalty of perjury, that the prospective CONTRACTOR/TEAM complies with nondiscrimination requirements of the State as specified above. An unsigned proposal or one signed by an individual not authorized to bind the proposer will be rejected.

D. Questions

A bidders conference will not be held. Questions regarding this Request for Proposals must be submitted in writing. Only those written questions received by 4:00PM on September 4, 2006 will be answered.

Written questions should include the individual's name, the name of the firm and address and must reference RFP No. HSR06-0008. Questions should be sent to the following address:

Mailed to:

California High-Speed Rail Authority

Attention: Dan Leavitt

925 L Street, Suite 1425

Sacramento, CA 95814

(916) 324-1541

(916) 322-0827 FAX

dleavitt@hsr.ca.gov

Written responses to all questions will be posted on the Authority's website for the benefit of all participants.

VII. CONTRACTOR/TEAM SELECTION

A. Proposal Review

Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section VI above. Failure to meet the requirements for the Request of Proposal will cause rejection of the proposal.

The Authority may reject any proposal if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal documents or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

B. Proposal Evaluation

An evaluation committee will evaluate those proposals that meet the proposal requirements. The technical evaluation will be based on the criteria shown on Attachment B. To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

Oral interviews will be separately evaluated based on criteria shown on Attachment C. The contract will be tentatively awarded to the proposer receiving the highest score from the committee at the Oral Interviews, pending approval by Authority and approval from the Department of General Services - Office of Legal Services.

The prospective CONTRACTOR/TEAM is advised that should this Request for Proposals result in award of a contract, the contract will not be in force until it is approved and fully executed by the State.

VIII. CONTRACT PROVISIONS

A. Contract Provisions

Provisions that may be applicable upon execution of this contract:

1. **CONTRACTOR/TEAM Name Change**

An amendment is required to change the CONTRACTOR/TEAM's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

2. **Recycling Certification**

The CONTRACTOR/TEAM shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in material, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, Sections 12161 and 12200. CONTRACTOR/TEAM may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354.)

3. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

4. CONTRACTOR/TEAM's Reports and/or Meetings

The CONTRACTOR/TEAM shall submit progress reports at least once a month to allow the Project Manager (PM) to determine if the CONTRACTOR/TEAM is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed. The CONTRACTOR/TEAM shall meet with the PM as needed to discuss progress on the contract. Prior to completion of the contract, the CONTRACTOR/TEAM shall hold a final meeting with the PM to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.

5. Period of Performance

This contract shall begin on *October 20, 2006* contingent upon approval by the State, and terminate on *June 30, 2012*.

6. Allowable Costs and Payments

The method of payment for this contract will be based on billing rates. The State will reimburse the CONTRACTOR/TEAM at the current billing rates; the billing rates shall include direct labor costs, employee benefits, overhead and profit. All other direct costs will be reimbursed based on actual cost.

Transportation and subsistence costs shall not exceed rates authorized to be paid State employees under current State Department of Personnel Administration rules.

Progress payments will be made monthly in arrears based on services provided and actual costs incurred. The State will withhold 10% of each progress payment. The retention amount will be paid to the CONTRACTOR/TEAM after the State has evaluated the CONTRACTOR/TEAM's performance and made a determination that all contract requirements have been satisfactorily fulfilled.

The CONTRACTOR/TEAM shall not commence performance of work or services until this contract has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this contract.

The CONTRACTOR/TEAM will be reimbursed as promptly as fiscal procedures will permit upon receipt by the Contract Manager of itemized invoices in triplicate. Invoices shall reference this contract number and project title and shall be mailed to the Contract Manager at the following address:

California High-Speed Rail Authority
Attention *Dan Leavitt*
925 L Street, Suite 1425
Sacramento, CA 95814

Invoices shall follow the format stipulated in the bid/cost proposal. The invoice shall breakout all payments to subcontractors identified in the contract during the invoice period. If none were made, the invoice shall state "No work was performed by subcontractors during this period".

7. Termination

The State reserves the right to terminate this contract upon thirty calendar (30) days written notice to the CONTRACTOR/TEAM.

8. Funding Requirements

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner.

It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The State has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

9. Change in Terms

This contract may be amended or modified only by mutual written agreement of the parties.

There shall be no change in the Project Manager or members of the project team without prior written approval by the Contract Manager.

10. Nondiscrimination

During the performance of this contract, CONTRACTOR/TEAM and its subcontractors shall not unlawfully discriminate, harass or allow any harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR/TEAMS and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR/TEAM and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section

12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR/TEAM and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR/TEAM shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

10. MBE/WBE Participation (No Goals)

The State has established no goals for the participation of MBE/WBE for this contract (no federal funding is expected for this contract). However, California has a diverse mixture of cultures and interests; therefore, the proposer needs to be sensitive towards reaching and including these populations when developing their teams.

11. DVBE Participation (3%)

This contractor is subject to the participation goals for disabled veteran business enterprises (DVBE) as set forth in PCC Sections 10115, et seq. The participation goal is 3 percent for DVBE. Periodically updated DVBE resource information is available on the OSBCR internet home page: <http://www.dgs.ca.gov/osmb>. DVBE goals achieved are expressed as a total participation dollar amount claimed by a DVBE, and are identified on Form STD. 840 (Attachment F) attached to the Contractor's bid/cost proposal.

12. Maintenance of Records

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

13. Disputes

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, CONTRACTOR/TEAM shall submit to the State's project manager a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision.

CONTRACTOR/TEAM's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, CONTRACTOR/TEAM shall include with the written demand a written statement signed by a senior company official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which CONTRACTOR/TEAM believes the State is liable. The Project Manager will arrange for the assignment of a State official not having a direct role in the administration of this Agreement to hear and decide the dispute. The CONTRACTOR/TEAM may present documentary or other evidence and arguments in support of its position. The State's representative shall make a decision in writing within 30 days of the CONTRACTOR/TEAM's notice. Such decision shall be final and

conclusive unless shown to be arbitrary, capricious, or grossly erroneous. The decision may encompass facts, interpretations of the contract, and determinations or applications of law.

Pending final resolution of any dispute arising under, related to or involving this contract, CONTRACTOR/TEAM agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services. CONTRACTOR/TEAM's failure to diligently proceed shall be considered a material breach of this contract.

14. Subcontracting

The CONTRACTOR/TEAM shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the State's Contract Manager, except that which is expressly identified in the CONTRACTOR/TEAM's cost/bid proposal. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

15. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the CONTRACTOR/TEAM hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the CONTRACTOR/TEAM within the immediately preceding two-year period because of the CONTRACTOR/TEAM's failure to comply with an order of a Federal court that orders the CONTRACTOR/TEAM to comply with an order of the National Labor Relations Board.

16. Evaluation of CONTRACTOR/TEAM

The CONTRACTOR/TEAM's performance, as required by this contract, will be evaluated and if negative findings are made, will be reported to the Department of General Services Legal Office.

17. Drug-Free Workplace Certification

By signing this contract, the CONTRACTOR/TEAM hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR/TEAM will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - the dangers of drug abuse in the workplace,

- the person's or organization's policy of maintaining a drug-free workplace,
- any available counseling, rehabilitation and employee assistance programs, and
- penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:

- will receive a copy of the company's drug-free policy statement and
- will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the CONTRACTOR/TEAM may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: 1) the contract has made a false certification or, 2) violates the certification by failing to carry out the requirements as noted above.

18. Conflict of Interest

The following laws apply to entities doing business with the State of California:

A. Current State Employees (PCC 10410):

- No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- No officer or employee shall contract on his or her own behalf as an independent CONTRACTOR/TEAM with any state agency to provide goods or services.

If CONTRACTOR/TEAM violates any provision of above paragraphs, such action by CONTRACTOR/TEAM shall render this Agreement void (PCC 10420).

Members of boards or commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (PCC 10430(e)).

B. Former State Employees (GC 87406)

1. Government Code 87406 (d)(1) prohibits a former State officer or employee from entering into a contact with any State agency if,

- He or she was a designated employee by the same State agency in a position in the same subject area(s) as the proposed contract within the 12 month period prior to his or her separation.
2. Representation includes any formal or informal appearance, or oral or written communications to the Authority or to any of its officers or employees. This would include participation at presentations or interviews, attendance at scoping meetings, participation in negotiations and direct involvement in cost proposal and audit activities. See Government Code section 87406 subparagraph(d) subpart(1).
 3. The categories of former Authority employees to whom the prohibition applies are any one or more of the following:
 - A “Designated Employee” as defined in the Government Code Section 82019, to include any officer or employee whose position with the Authority:
 - i. Was exempt for the State Civil Service System.
 - ii. Involved the employee in the functions of:
 - Negotiating or signing any competitive awarded contract
 - Decision making in conjunction with the competitive award process
 - Decision making on Emergency Force Account contracts awarded under Public Contract Code Sections 10122.
 4. Former Authority employees, included former retired annuitants, proposed in the submittal who meet the criteria above will not be allowed to participate as a proposed team member for this contract.
 5. Violation by consultant(s) of any provisions found in the paragraphs above, shall render every contract or other transaction entered into void unless the violation is technical and non-substantive.

Information regarding conflict of interest as stated in above reference Government Codes may be viewed by visiting the web site: <http://www.leginfo.ca.gov/calaw.html>.

19. Labor Code / Workers Compensation

CONTRACTOR/TEAM needs to be aware of provisions that require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions and CONTRACTOR/TEAM affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700)

20. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public

regulating utility or governmental statutes or regulations superimposed after the fact. If a delay or failure to perform by the CONTRACTOR/TEAM arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR/TEAM and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR/TEAM shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR/TEAM to meet the required performance schedule.

21. Taxes

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the CONTRACTOR/TEAM or on any taxes levied on employee wages. The State will only pay for any state or local sales or use taxes on the services rendered to State pursuant to the contract.

B. Time Limits

The CONTRACTOR/TEAM shall start work on *October 20, 2006*, contingent upon approval of the contract by the State and notification to proceed by the Contract Manager. All aspects of the work provided for in the contract will be completed by *June 30, 2012*.

C. Contract Administration

The Contract Manager for this contract is:

Dan Leavitt
California High-Speed Rail Authority
925 L Street, Suite 1425
Sacramento, CA 95814
Phone: (916) 324-1541

IX. GENERAL INFORMATION

A. Proposal Submittal

Responses to this Request for Proposals shall be submitted with 6 copies of the Technical Proposal and Cost Proposal. Proposals must be submitted by no later than 4:00 PM, September 14, 2006, addressed as follows:

MAILED TO:

**California High-Speed Rail Authority
Attention: Dan Leavitt
925 L Street, Suite 1425
Sacramento, CA 95814**

HAND-DELIVERED TO:

**California High-Speed Rail Authority
Attention: Dan Leavitt
925 L Street, Suite 1425
Sacramento, CA 95814**

The following information must be placed on the lower left corner of the submittal shipping package:

RFP # HSR06-0008

California High-Speed Rail Visual Simulations Contract/Team

Firm: _____

DO NOT OPEN

B. Late Submittals

A proposal is late if received at any time after 4:00 PM on September 21, 2006. Proposals received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of Proposals

Any proposal received may be withdrawn or modified prior to the proposal submittal date by written request to the Authority by the prime consultant.

D. Schedule

The anticipated schedule of activities related to this Request for Proposals is as follows:

Key RFP Dates:

8/23/06	Authority board ratifies and authorizes the RFP
8/23/06	Final RFP advertised and released on the State Contract Register and issued to prospective respondents.
9/04/06	Written Question Submittal Deadline
9/21/06	Proposal's due to Authority office by 4:00 PM
10/03/06	Oral interview in Sacramento, CA
10/05/06	Results of the selection process available

E. Property Rights

Proposals received within the prescribed deadline become the property of the State and all rights to the contents therein become those of the State. All material developed and produced for the Authority under this contract shall belong exclusively to the Authority. If the CONTRACTOR/TEAM should lose its ability to service the Contract with the Authority, the Authority shall retain the right to use said materials without further compensation to the Contractor.

F. Debriefings

Written or oral proposal evaluation debriefings will not be given to unsuccessful proposers. However, all proposals and all evaluation and scoring sheets that are retained as a permanent State record shall be made available for public inspection.

G. Confidentiality

Prior to award of the contract, all proposals will be designated confidential. After award of the contract all proposals will become public record. Contracts are considered awarded after they are fully executed by both parties and approved by the Department of General Services. Any language purporting to render all or portions of the proposals confidential will be regarded as non effective and will be disregarded.

H. Amendments to Request for Proposals

The Authority reserves the right to amend the RFP Notice by addendum prior to the final date of proposal submission.

I. Non-Commitment of State

This RFP does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. The State reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interests of the Authority to do so.

J. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

K. Inquiries

Inquiries concerning this Request for Proposals should be directed to:

Dan Leavitt
Deputy Director
(916) 324-1541
dleavitt@hsr.ca.gov

L. Small Business Preference

NOTICE TO ALL PROPOSERS: Section 14835, et seq. of the California Government Code requires that a five percent preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be verified by the State Office of Small and Minority Business. Questions regarding the preference approval should be directed to that office at (916) 322-7122.

Any proposer who wishes to claim the small business preference must complete the Small Business Preference Request, Form ADM 0384 included with this Request for Proposals as Attachment E and provide a copy of the OSMB certification approval letter to be eligible for such preference. The form and the copy of the certification approval letter must be included with the Cost Proposal.

Small business bidders shall be granted a preference consisting of five percent of the price component of the highest scored proposal submitted by another bidder who is not certified as a small business.

COST PROPOSAL FORMAT

PART I:

TOTAL LABOR COSTS FOR THE PROJECT:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
Subtotal						_____

TOTAL OTHER DIRECT COSTS FOR THE PROJECT:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST: _____

PART II:

LABOR COSTS BY TASK:

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	PROJECTED <u>HOURS</u>	x	BILLING <u>RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
Subtotal						_____

OTHER DIRECT COSTS BY TASK:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST: _____

ATTACHMENT B

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS¹

To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

	<u>Maximum Score</u>	<u>Actual Score</u>
1. Project Understanding and Approach	35	_____
A. Understanding of the Scope of Work and services required.		
B. Demonstrated experience with visual simulations.		
C. Demonstrated application of creative and innovative approaches for HST visual simulations.		
D. Ability to provide qualified, adequate staffing to support the Authority throughout the term of the contract.		
E. Clarity and organization of proposal.		
2. Contractor Qualifications and Experience	20	_____
A. Experience of the firm and staff		
B. Experience with similar projects		
C. Consulting Team Organization		
D. Results of reference checks		
3. Work Samples Submitted by Contractor	15	_____
A. CD-ROM (visual simulation video clips, photo-simulation, video, etc.)		
a. Production		
b. Effectiveness		
c. Budget		
4. Cost (See Attachment D for cost criteria calculation)	30	_____
Total	100	_____

¹See Attachment D for detailed criteria for the award of points.

ATTACHMENT C

CRITERIA FOR EVALUATION OF ORAL INTERVIEWS¹

	<u>Maximum Score</u>	<u>Actual Score</u>
1. Technical Proposal (carry over) ²	20	_____
2. Project Understanding	20	_____
A. Demonstrated understanding of the goals and objectives for the visual simulations		
B. Demonstrated knowledge and experience in developing innovative visual simulations.		
C. Demonstrated application of proposed visual simulation techniques.		
3. Presentation	30	_____
A. Overall organization of the oral presentation		
B. Flexibility and creativity of approach		
C. Ability to visually convey/demonstrate the Consultant/Team's approach.		
D. Confidence with the proposed project manager		
E. Experience of firm and project manager		
4. Cost (See Attachment D for cost criteria calculation)	30	_____
Total	100	_____

¹See Attachment D for detailed criteria for the award of points.

²Technical Proposal carry over is calculated as follows:
(Total score on Technical Proposal/100) x 25 possible points = Carry Over Points

ATTACHMENT D

CRITERIA FOR EVALUATION OF COST PROPOSALS

Cost Proposal and Budget Justification - (30 points for Technical/30 points for +carryover for Oral)

A score of up to 30 points may be earned based on the extent that the proposer's cost proposal and budget justification narrative is reasonable, consistent with the Project Work Plan and appropriately balances the commission, the per hour "fully loaded" fee charged, value of services offered, and pro bono services.

Reviewers will consider the following:

1. Extent to which the allocations of cost for each of the required work plan components is appropriately spread in the budget and is adequately justified in the budget narrative.

Weight: 0.40

2. The extent to which costs are reasonable and appropriate for the proposed scope of services and the value of the skills offered.

Weight: 0.30

3. Extent to which the per hour "fully loaded" fees charged are appropriate and reflective of industry standards.

Weight: 0.30

CRITERIA FOR AWARDING POINTS FOR THE TECHNICAL PROPOSALS AND ORAL INTERVIEWS:

For each category, points will be awarded based upon the following scale:

- | | | |
|-------------------------|---|----------------|
| 1. Exceeds requirements | = | 100% of points |
| 2. Meets requirements | = | 85% of points |
| 3. Slightly deficient | = | 60% of points |
| 4. Deficient | = | 40% of points |
| 5. Very deficient | = | 20% of points |

ATTACHMENT E

SMALL BUSINESS PREFERENCE FORM

(Leave blank, if not applicable)

I wish to claim Small Business preference. I am registered with the State of California, Department of General Services, Office of Small and Minority Business.

Small business certification **letter** provided by State of California, Department of General Services, Office of Small and Minority Business **is attached**.

Small Business Number (not stamp number)

Signature

Title

Date